

**CONTRACT OF EMPLOYMENT**  
**BUSINESS MANAGER**

THIS AGREEMENT, made as of June 10, 2009, by and between Maureen M. Marshall, Superintendent of Schools, hereinafter referred to as the “Superintendent” and Gerald P. Martin, hereinafter referred to as “Business Manager.”

In consideration of the promises hereby contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT**: The Superintendent hereby employs Gerald P. Martin as Business Manager of the public schools of the North Middlesex Regional School District, and the Business Manager hereby accepts employment on the following terms and conditions:
2. **TERM**: The Business Manager shall be employed from July 1, 2009 to June 30, 2011. This Agreement between the parties may be extended by mutual agreement of both parties for successive periods of one or more years each time prior to the anniversary date of the signing of this Contract.
3. **COMPENSATION**: The Business Manager shall be paid an annual salary of \$130,946 for the 2009-10 fiscal year and \$136,494 for the 2010-11 fiscal year.
4. **TERMINATION**: In the event that said Business Manager desires to terminate this Contract before the term of service has expired, he may do so by giving at least sixty (60) days notice of his intention to the Committee.
5. **DUTIES**: The Business Manager shall perform faithfully to be the best of his ability, the duties of Business Manager.
6. **CERTIFICATE**: The Business Manager shall furnish and maintain throughout the term of this Contract a valid and appropriate certificate qualifying him to act as Business Manager of the District.
7. **OTHER ACTIVITIES**: The Business Manager may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not derogate from his duties as Business Manager.
8. **REIMBURSEMENT FOR EXPENSES**: The District shall reimburse the Business Manager for all expenses reasonably incurred in performance of his duties under this Contract within the budgeted amount. Such expenses shall include, but shall not be

limited to, costs of meals, transportation and attendance at appropriate local meetings, at least one state, one regional, and one national conference per year.

9. TUITION REIMBURSEMENT: The Business Manager shall be reimbursed for tuition expenses to a maximum of \$1,500.00 per fiscal year. Prior approval of the Superintendent is required.
10. STATE RETIREMENT ASSOCIATION: The Business Manager shall be a member of the Middlesex County Retirement System.
11. PERIODIC EXAMINATION: The Business Manager shall have a comprehensive medical examination once each year. A statement certifying to the physical competency of the Business Manager shall be filed with the Superintendent of Schools and treated as confidential information by the Superintendent.
12. FRINGE BENEFITS: The Business Manager shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to professional personnel, such benefits not to reduce benefits expressly provided for in this Contract or to be agreed upon in the future. The District shall pay 80% of the HMO medical and hospital premium and the Business Manager shall pay 20%. The Business Manager may elect to purchase additional life insurance from the present group carrier, up to an amount equal in total salary of the Business Manger. The District shall pay 99% of the premium and the Business Manger shall pay 1%. The Superintendent and the Business Manager may agree to alter components of these benefits or to add benefits not currently available to professional personnel.

In addition, the Committee will contribute to the insurer of the Committee's choosing 100% of a disability insurance policy per year towards the cost of said insurance premium. The Business Manager may also elect to purchase dental insurance from the present group carrier. The Business Manager shall pay 100% of the dental premium.

13. ANNUAL VACATION:
  - a. The Business Manager shall receive twenty-five (25) days as annual vacation, exclusive of legal holidays. (Earned each July 1)
  - b. Vacation time may be accumulated to a rate of fifteen (15) days per year to a maximum of fifty (50) days.

14. VACATION BUY BACK

In the event that the Business Manager and District terminates the employment, payment of unused vacation time shall be made as follows:

- a. The Business Manager must give the District sixty (60) days notice in advance of intended date of termination of employment.
  - b. The Business Manager shall be paid at his daily rate for accumulated vacation time up to a maximum of fifty (50) days.
  - c. Such reimbursement shall be considered as part of the salary for the year prior to retirement or termination.
15. SICK LEAVE: The Business Manager shall be entitled to sick leave in an amount no less than afforded other professional personnel.
16. SICK LEAVE BUY BACK: In the event that the Business Manager terminates employment in the District, payment of accumulated unused sick leave shall be made as follows:
  - a. The Business Manager must give the Superintendent at least 60 days notice in advance of intended date of employment.
  - b. The Business Manager shall be paid the daily rate of pay for the accumulated unused sick leave as follows:
    - Upon resignation: 45 days (maximum)
    - Upon Retirement: 60 days (maximum)
  - c. Such reimbursement shall be considered as part of his salary for the year prior to retirement, if applicable.
17. PERFORMANCE:
  - a. The Business Manager shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual agreement between the Superintendent and the Business Manager.
  - b. Failure to fulfill the obligation agreed upon in this Contract will be viewed as a violation of the Code of Ethics of the Massachusetts Association of School Business Officials (MASBO) and will be reported by the Committee to the appropriate state and national associations of the school business official and state education authorities.
18. DEATH OR INCAPACITY BENEFITS:
  - a. In the event of death of the Business Manager during the term of this Contract, the District shall pay his estate the compensation which would have been payable to him up to the end of the month in which his death occurred or a minimum of ten (10) days compensation if less than ten (10) days remain in said month.

- b. If the Business Manager dies or becomes incapacitated during the term of this Contract, the District shall pay the Business Manager or his estate the sum equal to his per diem rate of pay for any accumulated vacation leave.
19. ENTIRE AGREEMENT: This Contract embodies the whole Agreement between the Superintendent and the Business Manager and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Contract may not be changed except in a writing signed by the party against whom enforcement thereof is sought.
20. INVALIDITY: If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement but said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and a duplicate thereof this \_\_\_ day of June in the year 2009.

By \_\_\_\_\_//Maureen M. Marshall

\_\_\_\_\_  
Maureen M. Marshall  
Superintendent of Schools

\_\_\_\_\_//Gerald P. Martin

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Gerald P. Martin  
Business Manager